

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/12)

07-27-2009

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103568595

2
ments or the new address(es) below.

To the Director of the U. S. Patent and Trademark Office

1. Name of conveying party(ies):

RailAmerica, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware Corporation
☐ Other _____

Citizenship (see guidelines) USA - Delaware

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 6/23/2009

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: U.S. Bank National Association, as

Internal

Address: Collateral Agent

Street Address: 60 Livingston Avenue, EP-MN-WS3C

City: St. Paul

State: MN

Country: USA Zip: 55107-2292

- ☒ Association Citizenship National Banking - USA - Fed
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Shana Vazsonyi

Internal Address: CT Corporation

Street Address: 4400 Easton Commons Way, Suite 125

City: Columbus

State: OH Zip: 43219

Phone Number: 614-280-3573

Fax Number: 800-914-4240

Email Address: shana.vazsonyi@wolterskluwer.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 160.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

Refund Ref:
07/24/2009 MJAMA1 0000168120

Deposit Account Number _____
CHECK Refund Total: \$45.00
Authorized User Name _____

9. Signature: Shana Vazsonyi

Signature

7/21/09
Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 2045148

Documents to be recorded (including cover sheet) should be faxed to (571) 272-1000 or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

40.00 OP
75.00 OP

TRADEMARK
REEL: 004033 FRAME: 0105

SCHEDULE A**U.S. Trademark Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
ARDC	2,945,148
R & Design	2,097,211
ARDC AMERICAN RAIL DISPATCHING CENTER & Design	2,945,145
RAILAMERICA	2,124,976

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of June 23, 2009, among RailAmerica, Inc., a Delaware corporation (the "Company"), each of the subsidiaries of the Company that becomes a party hereto pursuant to Section 8.13 of the Security Agreement (each such subsidiary being a "Subsidiary Grantor" and, collectively, the "Subsidiary Grantors"; the Subsidiary Grantors and the Company are referred to collectively as the "Grantor"), and U.S. Bank National Association, as collateral agent (the "Collateral Agent"), pursuant to an indenture, dated as of June 23, 2009 (as amended, restated, supplemented or modified from time to time, the "Indenture") among the Company, each Guarantor (as defined in the Indenture), and U.S. Bank National Association, as trustee (the "Trustee") on behalf of the holders of the Notes (as defined below) (the "Holders").

W I T N E S S E T H:

WHEREAS, pursuant to the Indenture, the Holders have severally agreed to purchase the Notes upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Indenture, the Grantor and certain other subsidiaries of the Company have executed and delivered a Security Agreement, dated as of June 23, 2009, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, titles and interest in, to and under the Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Holders to purchase the Notes pursuant to the Indenture, the Grantor agrees, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture and the Security Agreement.

2. Grant of Security Interest. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a Security Interest in all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to secure payment, performance and observance of the Obligations and all proceeds of any of the foregoing.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement and the other Note Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

RAILAMERICA, INC.

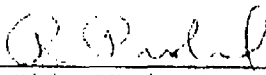
By: 

Name: David Novak

Title: Senior V.P.

Signature Page for the Trademark Security Agreement

U.S. Bank National Association,
as Collateral Agent for the Secured Parties

By: 
Name: Richard Prokosch
Title: Vice President
Date: June 23, 2009

[Grant of Security Interest in Trademark Rights]

SCHEDULE A

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